



# Shelby County Tennessee

Mark H. Luttrell, Jr., Mayor

## **Request for Proposal Shelby County Government Purchasing Department**

160 N. Main, Suite 900  
Memphis, TN 38103

*Issued: July 16, 2014*

*Due: August 8, 2014 no later than 3:00 P.M. (Central Standard Time)*

**RFP #15-007-04**

### **Ryan White Part A and Minority AIDS Initiative (MAI) Special Projects for Minority Men (Community Services)**

Shelby County Government is seeking proposals from interested and qualified agencies and professional individuals to provide core medical and supportive services for People Living with HIV/AIDS (PLWH/A) in the Memphis Transitional Grant Area (TGA), including Shelby, Fayette and Tipton counties in Tennessee; Marshall, DeSoto, Tunica, and Tate counties in North Mississippi; and Crittenden County in East Arkansas. Information regarding this RFP is located on the County's website at [www.shelbycountyttn.gov](http://www.shelbycountyttn.gov). At the top of the home page, click on the links "Department", "P" for the Purchasing Department and "Bids" to locate the name of the above-described RFP.

A pre-proposal conference will be held at 10:00 A.M. on Tuesday, July 22, 2014, at the Ryan White Program Office located at 1075 Mullins Station Road Room W-278, Memphis, TN 38134. All interested respondents are encouraged to attend this informational meeting. If you plan to attend, please send confirmation of your attendance with your company name, representative's name and contact number to the Shelby County Government Purchasing Department via email attention to Andre Z. Woods at [andre.woods@shelbycountyttn.gov](mailto:andre.woods@shelbycountyttn.gov). A confirmation email will be returned with specific updated information concerning the conference.

The proposal, as submitted, should include all estimated costs related to the services requested by the RFP specifications. If selected, your proposal will be the basis for negotiating a contract with Shelby County Government. Your proposal must be received in the office of Purchasing **no later than 3:00 p.m. CST on Friday, August 8, 2014.** Proposals should be addressed to:

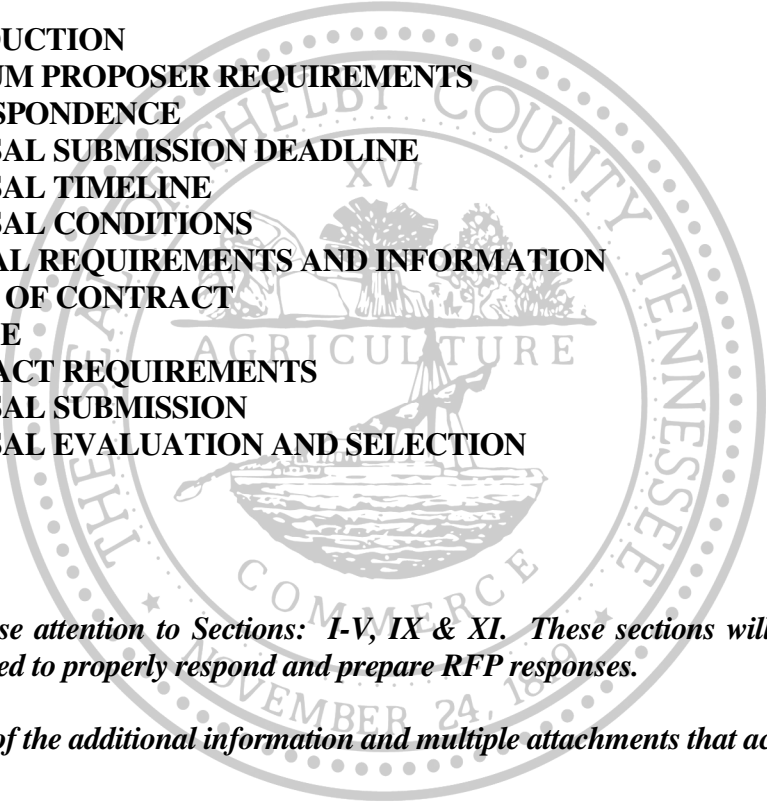
Andre Z. Woods, Buyer  
Shelby County Government  
Purchasing Department  
160 N. Main St., Suite 900  
Memphis, TN 38103

The package containing an original copy (clearly identified as original) and six (6) copies of your proposal must be sealed and marked with the Proposer's name and "CONFIDENTIAL, RYAN WHITE Part A and MAI Special Projects, RFP #15-007-04" noted on the outside.

Sincerely,

Andre Z. Woods, Buyer  
Shelby County Government  
Purchasing Department

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- The seal of Shelby County, Tennessee, is a large, circular watermark in the background. It features a central illustration of a cotton plant and a steamship on a river. The text "SHELBY COUNTY TENNESSEE" is written around the top inner edge, and "COMMERCE" is at the bottom. The date "NOVEMBER 24, 1892" is also visible.
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*Note: Please pay close attention to Sections: I-V, IX & XI. These sections will clearly outline what information is required to properly respond and prepare RFP responses.*

*Please download all of the additional information and multiple attachments that accompany this RFP.*

## I. INTRODUCTION

Shelby County Government (the “County”) is seeking proposals from interested and qualified agencies to provide early intervention services (EIS) and outreach services to minority men living with but unaware of their HIV infection and at high risk for HIV infection in the Memphis Transitional Grant Area (TGA), including Shelby, Fayette and Tipton counties in Tennessee; Marshall, Desoto, Tunica, and Tate counties in North Mississippi; and Crittenden County in East Arkansas (the “Services”). This Request for Proposals (“RFP”) is being released to invite interested and qualified agencies to prepare and submit proposals in accordance with instructions provided where the successful candidates will be selected and invited to enter into a contractual relationship with Shelby County for the Services outlined in this RFP. In this RFP, the terms Proposer and Provider are used interchangeably unless the context indicates otherwise.

## II. MINIMUM PROPOSER REQUIREMENT

All Proposers must:

1. Be a qualified nonprofit organization currently chartered by the State in which they operate and exempt from federal tax under Section 501 (c) (3) of the Internal Revenue Code of 1986. Agencies must be governed by a volunteer Board of Directors and provide quality services to persons affected/infected by HIV/AIDS. For-profit service providers may apply if they are able to demonstrate they are the only available provider in a particular service category of quality HIV/AIDS care in the area.
2. Must be governed by a volunteer Board of Directors and provide quality services to persons affected/infected by HIV/AIDS. For-profit service providers may apply if they are able to demonstrate they are the only available provider in a particular service category of quality HIV/AIDS care in the area.
3. Have a functioning accounting system that is operated in accordance with generally accepted accounting principles or an agreement with a designated eligible entity that will maintain such an accounting system and act as the proposer’s fiscal agent. **(Please clearly outline the system being utilized in the application portion of the RFP.)**
4. Have the principal site of operation be within the counties of Shelby, Fayette, and Tipton in Tennessee, counties of DeSoto, Tate, Tunica, and Marshall in Mississippi and Crittenden County in Arkansas.
5. Be Medicaid certified, if providing services which are Medicaid eligible.
6. Have sufficient staff or sub-contractors experienced in performing the Services.
7. Have all appropriate licenses and certifications required by appropriate government agencies to perform the Services and procure all permits, pay all charges, taxes, and fees.
8. **Apply** and **qualify** for an Equal Opportunity Compliance (EOC) certification number through our EOC Administration (*see the details outlined in Section VII General Requirements / e. Selection Criteria*).

9. Adhere to all Title VI requirements and provide proof/documentation if necessary.
10. Possess the minimum insurance requirements (**MANDATORY**, please review closely).

**Please Note:** As a part of doing business with Shelby County, each individual, company or organization is required to obtain a vendor number and an “Equal Opportunity Compliance (EOC)” certification number. You can access the online applications to receive the numbers indicated above at [www.shelbycountyttn.gov](http://www.shelbycountyttn.gov). To obtain a vendor number and an EOC number, please follow the instructions below:

**Vendor Number (Purchasing Department)**

At the top of the home page, click on the links “Department”, “P” for the Purchasing Department and “Conducting Business with Shelby County”. The “Vendor Registration” link is at the bottom of the drop down box. Please download the application instructions and read thoroughly prior to accessing the application. (**Applications for a vendor number are accepted online only.**)

**Equal Opportunity Compliance (EOC) Number (EOC Administration Office)**

At the top of the home page, click on the links “Department”, “E” for the Equal Opportunity Compliance and “Contract Compliance Program”. The “Contract Compliance Packet” link is in the middle of the page. Please print the packet and mail or fax the completed packet to the EOC office. The mailing address is 160 N. Main Street, Suite 200, Memphis, TN 38103. The fax number is 901-222-1101.

**If you have any questions regarding the applications, you may contact Purchasing at (901) 222-2250 or the EOC Administration at (901) 222-1100.**

### **III. CORRESPONDENCE**

**All correspondence, proposals and questions concerning the RFP are to be submitted to:**

**Andre Z. Woods, Buyer  
Shelby County Government  
160 N. Main St. Suite 900  
Memphis, TN 38103**

Respondents requesting additional information or clarification are to contact Mr. Andre Z. Woods in writing at [andre.woods@shelbycountyttn.gov](mailto:andre.woods@shelbycountyttn.gov) or at the address listed above. Questions should reference the sections of the RFP to which the questions pertain and all contact information for the person submitting the questions. **IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED.**

**The deadline for submitting questions will be July 25, 2014 by 12:00 p.m. (CST).** These guidelines for communication have been established to ensure a fair and equitable process for all respondents.

**Note:** All written questions submitted by the deadline indicated above will be answered and posted on the County's website at [www.shelbycountyttn.gov](http://www.shelbycountyttn.gov) within 48 hours of the above cut-off date.

Please be aware that contact with any other personnel (other than the person clearly identified in this document) within Shelby County regarding this RFP may disqualify your company from further consideration.

#### **IV. PROPOSAL SUBMISSION & DEADLINE**

All proposals must be received at the address listed above no later than **August 8, 2014 at 3:00 p.m. (CST)**. Facsimile or e-mailed proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered. Under no circumstances will this deadline be extended, regardless of weather conditions, transportation delays, or any other circumstances.

#### **V. PROPOSAL TIMELINE**

Shelby County reserves the right to modify this timeline at any time. If the due date for proposals is changed, all prospective Proposers shall be notified.

<b>Request for Proposals Released</b>	<b>Wednesday, July 16, 2014</b>
<b>Pre-Bidders Conference</b>	<b>Tuesday, July 22, 2014 at 10:00am</b>
<b>Questions Due Date</b>	<b>Friday, July 25, 2014 at 12:00 p.m. (CST)</b>
<b>Proposal Due Date</b>	<b>Friday, August 8, 2014 at 3:00 p.m. (CST)</b>
<b>Notification of Award</b>	<b>September 2014</b>
<b>Services to Commence</b>	<b>October 1, 2014</b>

A pre-proposal conference will be held at 10:00 A.M. on Tuesday, July 22, 2014, at the Ryan White Program Office located at 1075 Mullins Station Road, Room W-278, Memphis, TN 38134. All interested respondents are encouraged to attend this informational meeting.

If you plan to attend, please confirm your attendance with your company name, representative's name and contact number to the Shelby County Government Purchasing Department via email attention to Andre Z. Woods at [andre.woods@shelbycountyttn.gov](mailto:andre.woods@shelbycountyttn.gov). A confirmation email will be returned with specific updated information concerning the conference.

The County may reproduce any of the Proposer's proposal and supporting documents for internal use or for any other purpose required by law.

## **VI. PROPOSAL CONDITIONS**

### **A. Contingencies**

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers, in writing, if the County rejects all proposals.

### **B. Modifications**

The County reserves the right to issue addenda or amendments to this RFP.

### **C. Proposal Submission**

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer's responsibility to ensure that its proposals arrive on or before the specified time.

### **D. Incurred Costs**

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this RFP and Proposers agree that all costs incurred in developing this RFP are the Proposer's responsibility.

### **E. Final Authority**

The final authority to award a contract rests solely with the Shelby County Purchasing Department.

### **F. Proposal Validity**

Proposals submitted hereunder will be firm for at least ninety (90) calendar days from the due date unless otherwise qualified.

### **G. Disclosure of Proposal Contents**

Provider understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to the County is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee. All proposals and other materials submitted become the property of Shelby County Government. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and before the time of a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

## **H. Locally Owned Small Business (LOSB)**

The County encourages the utilization of locally-owned small businesses as sources of subcontract work. The County notifies all respondents that all firms and/or individuals shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Title VI of the Civil Rights Act of 1964, as amended.

### **LOCALLY OWNED SMALL BUSINESS PURCHASING PROGRAM RULES AND REGULATIONS:**

- (i) The Administrator of Purchasing in conjunction with the Administrator of EOC shall identify certain goods and services required by the County to be set aside for special purchasing procedures for locally owned small businesses.
- (ii) Only certified locally owned small businesses will be allowed to submit competitive bids on the goods or services identified under paragraph (i) above.
- (iii) The Administrator of Purchasing shall, in conjunction with the Administrator of EOC, annually review the Shelby County Capital Improvement Program to determine those projects with a construction cost of \$250,000 or more. Contracts amounting to at least ten (10%) of the construction costs of such project shall be awarded to locally owned small businesses as defined herein, except as set forth in sub-paragraph (vi) of this section, either as part of the conditions of the solicitation for general contractors bidding on these projects, or as separate bids issued by the County for subcontracts that may be assigned to general contractors.
- (iv) After adhering to all other bidding and purchasing requirements of the County, not inconsistent with this part, if no bids are received from locally owned small businesses, then the County may solicit bids for the goods or services from all other sources.
- (v) On all purchases and/or contracts entered into by the County, the Purchasing Administrator or his or her designee shall have the right to negotiate with any supplier of goods or services to the County for the inclusion of locally owned small business subcontractors and/or suppliers in the contract award.
- (vi) Failure by a supplier or contractor to include locally owned small business subcontractors or suppliers in its bid or contract may be grounds for rejection of said bid or contract unless the supplier or contractor can show documented evidence of good cause why none were included.
- (vii) Any locally owned small business awarded a contract or purchase order under this section shall not sublet, subcontract or assign any work or services awarded to it without the prior written consent of the Mayor or the Purchasing



Administrator.

(viii) As to those purchases below the requirement for a formal bid solicitation (currently, under \$15,000) and not included in the locally owned small business set aside, the Administrator of Purchasing shall determine if any locally owned small business offers that product or service. If so, at least one such eligible locally owned small business should be included in the vendors contacted for an opportunity to bid, and the Administrator of Purchasing may, at his discretion, designate in a purchase order the purchase of such goods and services from the identified locally owned small business.

(ix) In those situations where a locally owned small business as defined herein, engages in open competitive bidding for County contracts, the Administrator of Purchasing shall provide for a preference for the locally owned small business where responsibility and quality are equal. Said preferences shall not exceed five percent (5%) of the lowest possible bidder meeting specifications. The preference shall be applied on a sliding scale in the following manner:

- a. A preference of up to five percent (5%) shall be allowed for contracts up to \$500,000.00;
- b. A preference of up to three and one-half percent (3.5%) shall be allowed for contracts up to \$750,000.00;
- c. A preference of two and one-half percent (2.5%) shall be allowed for contracts up to \$1,000,000.00;
- d. A preference of two percent (2%) shall be allowed for contracts that exceed \$1,000,000.00.

(x) For construction contracts over \$2,000,000.00, the Administrator of Purchasing shall provide for a preference of two percent (2%) to general contractors meeting the requirements of Section 1, Subparagraph B, if fifty percent (50%) or more of the total work comprising the bid has been or will be awarded to certified locally owned small businesses. The fifty percent subcontracting threshold must be met prior to contract execution.

(xi) The Administrator of Purchasing may divide a single bid package for any purchase of goods and services into two or more smaller bid packages in any case that the Administrator of Purchasing reasonably believes that the smaller bid packages will result in a greater number of bids by locally owned small businesses.

(xii) The Administrator of Purchasing, upon approval of the County Mayor, may establish special insurance and bonding requirements for certified locally owned small

businesses so long as they are not in conflict with the laws of the State of Tennessee.

(xiii) The Administrator of Purchasing, with the approval of the County Mayor, shall adopt and promulgate, and may from time to time, amend rules and regulations not inconsistent with the provisions of this ordinance, governing the purchase of goods and services from locally owned small business concerns to effectuate and implement the Locally Owned Small Business Purchasing Program within the intent of this ordinance.

(xiv) The Administrator of EOC shall, in conjunction with the Administrator of Purchasing, provide a written quarterly report to the Mayor and Board of Commissioners which shall include a summary of the purchases selected for this program, a listing of the contracts awarded to locally owned small businesses for the period, and the dollar amounts of each such contract, and the percentage which such contracts bear to the total amount of purchases for the period.

## **VII. GENERAL REQUIREMENTS**

### **A. Background**

#### **HIV/AIDS in the Memphis TGA**

The Ryan White Program is Federal legislation that addresses the unmet health needs of persons living with HIV/AIDS (PLWHA) by funding primary health care and support services that enhance access to and retention in care. First enacted by Congress in 1990, it was amended and reauthorized four times - in 1996, 2000, 2006, and 2009. The Ryan White Program reaches over 500,000 individuals each year, making it the Federal Government's largest program specifically for people living with HIV disease. The Ryan White program is administered at the federal level by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services. HRSA's latest policies and program letters can be found at <http://hab.hrsa.gov/manageyourgrant/policiesletters.html>.

Like many health problems, HIV/AIDS disproportionately impacts people in poverty, racial/ethnic populations, and others who are underserved by healthcare and prevention systems. HIV often leads to poverty due to costly healthcare or an inability to work that is often accompanied by a loss of employer-related health insurance. Ryan White-funded programs are the "payer of last resort." These funding sources only fill gaps in care not covered by other resources. Ryan White clients include people with no other source of healthcare and those with Medicaid or private insurance whose care needs are not being met.

Ryan White services are intended to reduce the use of more costly inpatient care, increase access to care for underserved populations, and improve the quality of life for those affected by the epidemic. The Ryan White Program works toward these goals by funding local and

State programs that provide primary medical care and support services; healthcare provider training; and technical assistance to help funded programs address implementation and emerging HIV care issues. The Ryan White Program provides for significant local and State control of HIV/AIDS healthcare planning and service delivery. This has led to many innovative and practical approaches to the delivery of care for PLWHA.

The Memphis Metropolitan Statistical Area (MSA), which mirrors the boundaries of the Transitional Grant Area, is populated by approximately 1.3 million people. The city of Memphis is the urban hub of the region and located on the Mississippi River in Shelby County, Tennessee. The largest proportion of the Memphis TGA population reside in Shelby County (70%), followed by DeSoto County in Mississippi (12%) and Crittenden County in Arkansas (4%). The U.S. Census 2010 estimates 46% of Memphis TGA residents are Non-Hispanic White, 46% are Non-Hispanic Black/African American, and 5% are Hispanic.

A high rate of poverty continues to affect the Memphis TGA. Nineteen percent of the population lived below the poverty level in 2010, which is significantly higher than the percentage reported in the nation (11.6%). The rate of poverty is even higher among minority populations; almost 39% and 29% of Hispanics and African Americans are living in poverty, respectively. High poverty rates may be attributed to challenges of lower educational levels, unemployment and low wage service jobs; almost 16% of adults over the age of 25 years do not have a high school diploma. In addition, poor health care coverage affects the TGA population; 23% of adults aged 18 to 64 years do not have health insurance coverage, while 6% of children and adolescents are not covered.

Nationally the number of new infections has remained relatively stable, and newly diagnosed HIV and AIDS cases in the Memphis TGA have been similarly stable during the past five years, averaging 426 new HIV diagnoses and 195 new AIDS diagnoses annually. Overall the Memphis TGA HIV incidence rate remains above national figures. According to the Centers for Disease Control and Prevention, the estimated HIV infection rate (*adjusted for those who are unaware of their HIV positive status*) in the Memphis Metropolitan Statistical Area (33.7 per 100,000) was approximately three times greater than the estimated rate in the United States Metropolitan Statistical Areas (10.4 per 100,000) in 2010. Reports for the Memphis TGA shows a 13% increase in new HIV disease diagnoses during 2012 from 2011. Among new infections, Non-Hispanic Black individuals remain disproportionately impacted, and males have an infection rate over twice that of females. New infections are spread across all age groups, but young adults aged 20-24 years report the highest rates, and transmission in the Memphis TGA continues to be heavily characterized by male-to-male sexual contact.

As treatment options have advanced, HIV has become a manageable chronic disease in the United States. The Centers for Disease Control and Prevention estimates approximately 1.2 million people in the United States are living with HIV infection. Over the past six years, the estimated number of persons living with HIV or AIDS in the Memphis TGA has increased by almost 28% to 7,922 individuals at the end of 2012. While this number continues to increase each year, challenges persist to retain persons in primary medical care. The level of unmet

need has remained relatively constant over the past four years in the Memphis TGA. Furthermore, the percent of “late testers” in the Memphis TGA indicates challenges in identifying those unaware of their HIV-positive status to ensure timely linkage to care before advanced disease. The epidemic continues to disproportionately impact several populations within the Memphis MSA, including Non-Hispanic Black males who have sex with males (MSM), youth between the ages of 15-24, Hispanics/Latinos, and the homeless.

### **Disproportionate Impact of HIV/AIDS on Minority Men**

***Non-Hispanic Black MSM:*** At the end of 2012, male-to-male sexual contact was the most commonly reported risk exposure category (39.9%) among all PLWHA in the Memphis TGA. Incidence data also indicates MSM risk is a current, main mode of HIV transmission in the Memphis TGA. In Shelby County, Non-Hispanic Blacks accounted for 82.9% (n=374) of all newly diagnosed HIV disease cases, and MSM contact has attributed to 33% (n=64) of these cases. In 2012 almost 60% (n=115) of newly diagnosed Non-Hispanic Black male cases had no identified risk factor reported, which limits our understanding of the major current routes of transmission driving incidence of infection among males. The high percentage of cases for which no transmission category was identified may be due in part to under-reporting of male-to-male sexual activity because of stigma.

At the end of 2012, Non-Hispanic Blacks accounted for 78% of males living with HIV disease in the Memphis metro area. Among newly diagnosed male cases in Shelby County during 2012, 59% were Non-Hispanic Black males. While 6% of these newly diagnosed cases among Non-Hispanic Black men were due to heterosexual contact, 33% were attributed to MSM contact and 60% had undetermined risk. Furthermore, unmet need analyses and mortality rates suggest Non-Hispanic Black men are at an increased risk for poor health outcomes. The 2012 unmet need analysis completed by the Memphis Ryan White Program reported that 70% of individuals out of care are male, while approximately 80% are Non-Hispanic Black. Age-adjusted mortality rates from 2010 report that males (14.8 per 100,000) have a mortality rate twice that of females (7.0 per 100,000) and Non-Hispanic Blacks have a rate (18.9 per 100,000) approximately seven times that of Non-Hispanic Whites (2.6 per 100,000).

The 2012 Ryan White Comprehensive Needs Assessment found that stigma among males may contribute to challenges in serving this population. Males were significantly more likely than females to report perceived HIV-related stigma; nearly 60% of those who sometimes/often thought their HIV diagnosis was punishment for things done in the past were men. As reflected in the 2012 Ryan White Data Report and epidemiologic data, males represent 68.6% of PLWHA in the metro area and account for 70.1% of those receiving outpatient care with Ryan White Part A providers. Blacks represent 81.5% of PLWHA in the metro area and account for 83.9% of persons in care with Ryan White Part A providers.

There is an historic denial of male-to-male sexual activity, significant stigma, and profound lack of acceptance of MSM behavior in the Black community. Many Black MSM do not consider themselves or are reluctant to identify themselves as homosexual, making it particularly difficult to

identify and serve this population. Others are socially and economically marginalized due to race, poverty, criminal history, mental illness, substance abuse and other factors. These issues create an additional layer of barriers to engage them in care. Given these factors, there is likely a significant service gap for Black MSM.

Retaining patients in care results in better health outcomes and lower costs for the patient as regular appointments with a provider correlate with higher CD4 count, suppressed viral load, and fewer hospital admissions/emergency room visits. In 2011, almost 45% of all Black/African-Americans receiving care from a Ryan White Part A outpatient medical provider had a detectable viral load at their last test result, as compared to 27% of their White male counterparts. More specifically, in 2011, 44% of all Black/African-American MSM receiving care from a Ryan White Part A outpatient medical provider had a detectable viral load at their last test result, as compared to 23% of their White MSM counterparts; this indicates the increased need for early intervention and medical case management services among Black males in the MSM client population. This may indicate the increased need for early intervention and outreach services among Black males.

**Youth aged 15-24:** Sexually active adolescents and young adults aged 15 to 24 years of age are at a higher risk for acquiring STIs for a combination of behavioral, biological and cultural reasons. **In 2012, youth between the ages of 15-24 years represented 29% of all new HIV disease infections in the Memphis TGA.** According to the Centers for Disease Control and Prevention, the HIV prevalence rate for males 15-24 years old (300.6 cases/ 100,000 population) in the Memphis TGA was the highest in the United States. (*Centers for Disease Control and Prevention. Diagnosed HIV infection among adults and adolescents in metropolitan statistical areas—United States and Puerto Rico, 2010. HIV Surveillance Supplemental Report 2013;18(No. 1) Revised Edition. Published May 2013.*)

The Youth Risk Behavioral Survey (YRBS) conducted in Memphis City Schools in 2011 reported that approximately 62% of respondents had ever had sex, 41% were currently sexually active, 25% had four or more sexual partners, and almost 40% did not use a condom at last sexual intercourse; each of these findings were higher than national figures. Sixteen percent of respondents to the Memphis YRBS survey reported they had never been taught about HIV/AIDS in school, which is lower than the national figure of 23%.

### Sexual Health Responses from the Youth Risk Behavior Survey among 9-12<sup>th</sup> Graders in Memphis and the Nation, 2011

	Memphis	Nation
Ever had sex	62.2%	47.4%
Currently sexually active	41.4%	33.7%
4+ sexual partners	25.3%	15.3%
Did not use a condom at last sexual intercourse	39.8%	27.9%
Never taught about HIV/AIDS in school	16.0%	22.8%

*Source: Centers for Disease Control and Prevention, Youth Risk Behavior Survey*

Incidence rates stratified by age category reveal that young adults aged 20-24 report an infection rate (97.6 per 100,000 persons) over 3 times the total metro area rate (30.1 per 100,000). In the 2012 Memphis metro area Ryan White Comprehensive Needs Assessment, young adults were significantly more likely to report engaging in risky sexual behaviors; among those 18-24 years, 29% reported having sex while drunk or high and 42% also reported having a prior STD diagnosis. Youth and young adults face unique challenges in accessing care and other needed services. In a 2010 Needs Assessment report developed by the Tennessee Ryan White Part B Planning Group, youth identified several barriers to HIV care including incarceration, substance abuse, fear, and anxiety associated with HIV-related stigma. Eighty-one percent of the twenty-seven youth interviewed at St. Jude Children's Research Hospital felt down, worthless or hopeless in past year. Unstable housing also contributed to 22% of youth having no place to stay at least once in the past year. Another 26% reported experiences with domestic violence.

While many youth stated challenges in accessing care, some respondents that had interruption in treatment in the past five years noted favorable factors that facilitated their return back into care. These factors included outreach workers assisting with care, follow-ups from medical case managers, and direct help after jail/prison release. The findings from the report show the need to develop new, collaborative, cross-institutional, coordinated care strategies capable of addressing the structural complexity of adherence barriers and unmet care and supportive service needs of HIV-infected youth. The report also suggested developing collaborative efforts to address the adherence barriers associated with incarceration, frequent substance use, unstable housing, access to food pantry and the need for support groups and psychosocial services that address the problem of HIV-related stigma.

As previously discussed, there is an historic denial of male-to-male sexual activity, significant stigma and profound lack of acceptance of MSM behavior in the Black community. Many Black MSM do not consider themselves or are reluctant to identify themselves as homosexual, making it particularly difficult to identify and serve this population. Young minority men are less likely to be aware and understand importance of HIV prevention and care options. Youth are also less likely to independently access resources without the support (transportation, emotional support) of adults/parents. There is still significant stigma within the African American community, particularly in the South, associated with homosexuality. This stigma becomes internalized by many African American MSM, which leads to guilt, fear, shame and many times a reluctance to be tested. There is also a lack of capacity of providers that specialize in needs unique to MSM. Times and locations of testing create additional barriers. These challenges make the youth MSM a vulnerable population for poor retention in care.

### **HIV Unmet Need (Out of Care PLWHA)**

It is estimated that 34% of all persons living with a diagnosis of HIV or AIDS are not currently receiving primary medical care in the Memphis TGA. Disease status for PLWHA enrolled in Tennessee, Mississippi and Arkansas Medicaid programs is not available, so a stratified breakdown in the total percentage of persons with HIV disease (not AIDS) or AIDS who are out-

of-care is only available for data collected from other sources, as discussed below. When excluding those PLWHA who receive services from Medicaid, it is estimated that in 2012 17% of persons living with AIDS and 67% of persons living with HIV disease are out of care.

Eighty percent of the total persons not receiving primary medical care are non-Hispanic Blacks, followed by 17% of White, not Hispanic persons, and 2% of Hispanic persons. The majority (70%) of persons identified out of care are male. Persons aged 45-54 account for 31% of persons not receiving primary medical care, followed by persons aged 35-44 years (27%) and 25-34 years (19%). The reported transmission risk categories for those not in care were MSM (40%), heterosexual activity (27%), injection drug use (4%), male-to-male sexual activity and injection drug use (2%); 24% of the out-of-care individuals have unidentified risk.

The table below presents the number and percent of PLWHA out-of-care by county. While the Memphis MSA Tennessee counties (Shelby, Fayette, Tipton) accounts for the highest number of PLWHA who are not receiving primary medical care, the Northern Mississippi counties have the highest percentage of unmet need. Among the 3,082 individuals estimated to be out of care in Shelby County, the largest numbers of persons are documented to be currently living in the North Memphis (38127), Whitehaven (38106 and 38116), and Westwood (38109) areas of Memphis.

**Estimated Percentage of Unmet Need by County, Memphis TGA, 2012**

	PLWHA	Estimated PLWHA Out of Care	
	N	N	%
<b>Shelby, Fayette and Tipton (TN)</b>	7199	3153	44%
<b>Crittenden County (AR)</b>	198	119	60%
<b>DeSoto, Tunica, Tate, Marshall (MS)</b>	525	178	34%

*Source: Tennessee Department of Health, Mississippi State Department of Health, Arkansas Department of Health; (eHARS, ADAP/IAP); Ryan White Memphis TGA Part A Program (CAREWare); Bureau of TennCare; MS Medicaid; AR Medicaid*

As shown below, over the past four years, unmet need has decreased remained stable at 41-43%. 2012 represents the first year in which mandatory laboratory data was reported, thus this estimate should give a more realistic picture of the unmet need within the Memphis MSA.

**Table 1-16. Unmet Need in the Memphis TGA, 2008-2012**

	2008	2009	2010	2011	2012
PLWHA*	42%	41%	41%	43%	34%

*\*Percentage of Unmet Need among PLWHA includes those enrolled in MS, AR, TN Medicaid programs with pharmacy benefits.*

While efforts have been made to increase linkage and outreach services, the AIDS incidence rate began increasing in 2009 after four years of consistent decline. Additionally, this increase has taken place during declines in reported HIV incidence. While reductions in HIV disease incidence may be testament to successful prevention measures, the increasing AIDS incidence rate indicates that new cases are not being identified as early as possible. Provisional data from 2012 indicates increases in both newly diagnosed HIV disease cases and newly diagnosed AIDS cases.

### **Early Identification of Individuals with HIV/AIDS (EIIHA)**

Using the estimated back calculation methodology designated by CDC, a total of **2,099** HIV positive unaware individuals were estimated to be living in the Memphis MSA as of December 31, 2011. This high number of individuals unaware of his or her status necessitates targeted early intervention services and outreach services in those high risk populations where individuals are more likely living with HIV. As there have not been significant changes in the Memphis TGA epidemiological data for the past three years, each of the target groups of the FY14 EIIHA Plan continue to be consistent with those from the previous years. The high risk target groups include African American MSM, Youth MSM, Incarcerated, African American Men, Youth age 20-24, and Hispanic Men.

The Early Identification of Individuals living with HIV/AIDS (EIIHA) is a legislative requirement that focuses on individuals who are unaware of their HIV status, how best to bring HIV positive individuals into care, and refer HIV negative individuals into services that are going to keep them HIV negative. The Memphis TGA EIIHA Plan was first developed in 2010, shortly after HRSA introduced new requirements for Ryan White Part A programs regarding the early identification of individuals living with HIV/AIDS. The plan was developed based on epidemiological data, unmet need data, and built on outreach and early intervention efforts already being implemented within the TGA at the time. The strategy of the Memphis TGA to identify individuals with HIV who are unaware of their status reflects the findings of local needs assessments and the National HIV/AIDS strategy which recognizes that:

- there are too many people living with HIV who are not aware of their status,
- current publicly-funded HIV testing is insufficient to meet the need for testing, and
- public perception that HIV is no longer a problem has resulted in a decreased sense of urgency about HIV.

The strategy developed by the Memphis TGA incorporates many of the recommendations of the National HIV/AIDS strategy to better coordinate prevention and care programs and services, to educate and inform people about the threat of HIV, and to reduce stigma and discrimination against people living with HIV.

The specific goals that the Memphis TGA intends to achieve with this strategy include:

1. To promote awareness about the importance of early detection and treatment for HIV.
2. To promote awareness about available HIV testing services.
3. To increase access to and utilization of existing HIV testing services.



4. To expand the availability of HIV testing services to underserved geographic areas and target populations.

### **The Memphis TGA Continuum of Care**

As part of the development of the 2012 Memphis TGA Comprehensive Plan (Attachment #4), the Memphis TGA has developed an ideal continuum of care on which all plans for services are based. The ideal continuum of care focuses on increasing access to the Ryan White system and more defined coordination between HIV prevention and care services within the TGA. The continuum seeks to link eligible PLWHA with Early Intervention Services and/or Medical Case Managers who are able to assist clients in linking to and engaging in the Ryan White system of care. Within the continuum of care, core medical and support service providers work together to provide clients with linkage to services that meet identified needs. The goal of the continuum of care for the Memphis TGA is to decrease the number of individuals who are living with HIV who are unaware of their status, decrease the unmet need of PLWH/A, and to increase the number of in-care PLWH/A who are achieving positive medical outcomes.

### **Ryan White and the Affordable Care Act**

Under the Affordable Care Act, beginning January 1, 2014, options for health care coverage for PLWH will be expanded through new private insurance coverage options available through Health Insurance Marketplaces (also referred to as Exchanges) and the expansion of Medicaid in States that choose to expand. Additionally, health insurers will be prohibited from denying coverage because of a pre-existing condition, including HIV/AIDS. An overview of these health care coverage options may be reviewed at <http://hab.hrsa.gov/affordablecareact/keyprovisions.pdf>.

By statute, Ryan White funds may not be used “for any item or service to the extent that payment has been made, or can reasonably be expected to be made...” by another payment source. This means Ryan White providers must assure that funded providers make reasonable efforts to secure non-Ryan White funds whenever possible for services to individual clients. Ryan White providers are expected to vigorously pursue enrollment into health care coverage for which their clients may be eligible to extend finite Ryan White grant resources to new clients and/or needed services. Ryan White providers must also assure that individual clients are enrolled in health care coverage whenever possible or applicable, and informed about the consequences for not enrolling.

## **B. Scope of Contract**

The County wishes to establish contractual relationships with designated Contractor(s) selected to administer the programs and the best-qualified Agencies selected through a competitive process that will work in a manner that is cost-effective and practical. All Agencies must be prepared to begin immediately upon receipt of a Notice to Proceed. The selected Agencies will be expected to meet with appropriate Ryan White Program staff within one week of receipt of the Notice to Proceed.

### **C. Project Time Frame**

The initial term of the contract will begin October 1, 2014 and continue through February 28, 2015 with the option to renew for three (3) additional one (1) year periods beginning March through February, with the same terms and conditions and satisfactory performance of all criteria and subject to the availability of funds for each renewal period. The optional renewal periods will be upon mutual written consent of both parties. The provider must be prepared to begin immediately upon receipt of a fully executed contract and written "Notice to Proceed" from the County.

### **D. Reservation of Rights**

The County reserves the right, for any reason to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP. The County may at any reasonable time, at its expense, make an audit of the Provider's books relative to the Accounts.

### **E. Selection Criteria**

Each proposal response will be evaluated on the criteria outlined in Section XII of this document. The Application Instructions can be found in Attachment #1. Each bidder should clearly identify the qualifications of its company and the names and qualifications of each individual who will work on this project in response to this RFP.

As part of the qualification process each vendor will be required to apply for an EOC # and provide workforce utilization information. Please contact the EOC Administration @ 901-222-1100 to obtain the necessary documents and to ask any questions that you may have regarding this information.

### **F. Additional Information and References**

Any additional information that would be helpful to the County in evaluating a proposal, including a list of current and former clients with a similar profile to Shelby County, should be submitted. At least three (3) former clients who have terminated in the last five (5) years should be included on this list.

## **VIII. AWARD OF CONTRACT**

Proposers are advised that the lowest cost proposal will not necessarily be awarded the contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor.

## IX. PURPOSE

To select the best-qualified Agencies and award County-approved contracts for professional services, to perform the Services and to satisfactorily complete all activities associated with the Services.

The purpose of Ryan White Part A and Minority AIDS Initiative (MAI) grants are to provide funding for core medical and support services for eligible People Living with HIV/AIDS (PLWH/A), and to evaluate and address the disproportionate impact of HIV and AIDS on women and minorities, including African Americans, Alaska Natives, Latinos, American Indians, Asian Americans, Native Hawaiians, and Pacific Islanders. Shelby County Government is soliciting written proposals, on a competitive basis from qualified agencies or professionals, to provide early intervention services (EIS) and outreach services to minority men living with but unaware of their HIV infection and at high risk for HIV infection in the Memphis Transitional Grant Area (TGA), including Shelby, Fayette and Tipton counties in Tennessee; Marshall, DeSoto, Tunica, and Tate counties in North Mississippi; and Crittenden County in East Arkansas

### A. Service Requirements

1. The Proposer's activities must address the identified needs of minority men living with but unaware of their HIV infection and at high risk for HIV infection contained herein under Section IX. **Applications requesting funding for programs that do not address the designated funding priorities will not be reviewed.**
2. The Proposer must demonstrate that the Proposer has sufficient knowledge and/or experience in provision of services to minority men living with but unaware of their HIV infection and at high risk for HIV infection to carry out the proposed project. This includes knowledge of and experience with HIV/AIDS related services as well as other necessary experience and knowledge to carry out the specific activities that are proposed.
3. Proposers may apply for funding for more than one service category; the Proposal should clearly identify how funding for multiple services allows for improved or expanded capacity to serve their prospective clients.
4. The Proposer must demonstrate sound financial and program management, provide effective programs, have an evaluation component in place for the program and the agency, and have implemented a quality management or continuous quality improvement program. Agencies without an existing program must provide a detailed description of their plan to implement such a program within the first quarter of the funding period.
5. In accordance with state law, the proposer shall not discriminate in their employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, sexual orientation, political affiliation, national origin, or handicap.

6. The proposer may be a primarily religious organization if that entity agrees to provide eligible activities free from religious influence. No funds will be awarded to a primarily religious organization to acquire or construct a facility.

7. The Ryan White Program is a payer of last resort. Where applicable to services provided, the Proposer is required to provide evidence for fiscal audits that the Proposer has billed all available third-party payers, including Medicaid.

## **B. Definition of Service Categories:**

The following are service categories, as defined by HRSA, which have been prioritized by the Memphis TGA Ryan White Planning Council for FY 2013:

### **1. CORE SERVICES**

- **Early intervention services (EIS)** includes counseling individuals with respect to HIV/AIDS; testing (including tests to confirm the presence of the disease, tests to diagnose extent of immune deficiency, tests to provide information on appropriate therapeutic measures); referrals; other clinical and diagnostic services regarding HIV/AIDS; periodic medical evaluations for individuals with HIV/AIDS; and providing therapeutic measures. **NOTE: Funding for this service category is to be used to develop activities related to working with the unaware, newly diagnosed HIV positive, and out of care populations and liking them to care. Beginning in 2014, it is expected that EIS staff will play a role in assisting clients with enrollment into health care coverage for which their clients may be eligible.**

### **2. SUPPORT SERVICES**

- **Outreach services** are programs that have as their principal purpose identification of people with unknown HIV disease or those who know their status (i.e., case finding) so that they may become aware of, and may be enrolled in, care and treatment services. Outreach services do not include HIV counseling and testing or HIV prevention education. These services may target high-risk communities or individuals. Outreach programs must be planned and delivered in coordination with local HIV prevention outreach programs to avoid duplication of effort; be targeted to populations known through local epidemiologic data to be at disproportionate risk for HIV infection; be conducted at times and in places where there is a high probability that individuals with HIV infection will be reached; and be designed with quantified program reporting that will accommodate local effectiveness evaluation.

### **C. Services Required**

All services proposed by Respondents to this RFP must be provided within the above service categories and in compliance with all applicable Memphis TGA Standards of Care for EIS and Outreach Services (Attachment #6).

Eligibility for services must be established for all clients utilizing the Memphis TGA Ryan White Part A and MAI Policy and Procedure (Attachment #5). For additional information on the Ryan White Program and the Memphis TGA Ryan White Planning Council, please visit the [www.hivmemphis.org](http://www.hivmemphis.org) website.

## **X. CONTRACT REQUIREMENTS**

The successful Contracted Provider will be expected to enter into a contract incorporating the following terms and conditions, and such additional terms and conditions standard to services of this type.

### **A. General Requirements**

1. Control. All services by the Provider will be performed in a manner satisfactory to the County, and in accordance with the generally accepted business practices and procedures of the County.
2. Provider's Personnel. The Provider certifies that it presently has adequate qualified personnel to perform all services required under this Contract. The Provider will supervise all work under this Contract. The Provider further certifies that all of its employees assigned to serve the County have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Provider who, in the opinion of the County, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract.
3. Independent Status.
  - a. Nothing in this Contract shall be deemed to represent that the Provider, or any of the Provider's employees or agents, are the agents, representatives, or employees of the County. The Provider shall be an independent Provider over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give the County the right to direct the Provider as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Provider is solely for purposes of compliance with local, state and federal regulations and means that the Provider shall follow the desires of the County only as to the intended results of the scope of this Contract.

- b. It is further expressly agreed and understood by the Provider that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the County; that the Provider has been retained by the County to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for services performed (not wages) and that invoices submitted to the County by the Provider for services performed shall be on the Provider's letterhead.

4. Termination Or Abandonment.

- a. It shall be cause for the immediate termination of this Contract if, after its execution, the County determines that either:
  - i. The Provider or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has pled nolo contendere, or has pled or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.
  - ii. The Provider has subcontracted, assigned, delegated, or transferred its rights, obligations or interests under this Contract without the County's consent or approval.
  - iii. The Provider has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of Provider's assets.
- b. The County may terminate the Contract upon five (5) days written notice by the County or its authorized agent to the Provider for the Provider's failure to provide the services specified under this Contract.
- c. This Contract may be terminated by either party by giving thirty (30) days written notice to the other before the effective date of termination. In the event of such termination, the Provider shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the Provider shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.
- d. All work accomplished by the Provider prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.
- e. Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of

the Contract by the Provider and the County may withhold any payments to the Provider for the purpose of setoff until such time as the exact amount of damages due the County from the Provider is determined.

5. Subcontracting, Assignment Or Transfer. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the Provider from performance of its duties under this contract. The County shall not be responsible for the fulfillment of the Provider's obligations to its transferors or sub-Providers. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.
6. Conflict Of Interest. The Provider covenants that it has no public or private interest and shall not acquire, directly or indirectly, any interest which would conflict in any manner with the performance of its services. The Provider warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-Provider to the Provider in connection with any work contemplated or performed relative to this Contract.
7. Covenant Against Contingent Fees. The Provider warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Provider, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Provider any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the County will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.
8. Employment of County Workers.
  - a. The Provider shall not engage, on a full or part-time or other basis during the period of the Contract, any professional or technical personnel who are in the current employment of the County.
  - b. Notwithstanding the foregoing, no prior County official or employee may be employed by or receive compensation, wages or benefits from the Provider for a period of one (1) year from employment separation from the County if during the period of employment with the County the employee or official had any direct or indirect involvement with the Provider's services or operations provided to the County.

9. Arbitration. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Provider and the County will be referred to the Shelby County Contract Administrator or his/her duly authorized representative, whose decision regarding same will be final.

10. General Compliance With Laws.

- a. If required, the Provider shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.
- b. The Provider shall, at all times, observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements and the Americans with Disabilities Act (ADA) requirements.
- c. This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Contract the Provider agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this Contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

11. Nondiscrimination. The Provider hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Provider on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Provider shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

12. Entire Agreement. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.

13. Amendment. This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.



14. Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.
15. No Waiver Of Contractual Right. No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.
16. Matters To Be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Contract.
17. Subject To Funding. This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the term hereof, then this Contract will be terminated. In the event of such termination, the Provider shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.
18. Travel Expenses. All travel expenses payable under this Contract shall be in accordance with the County Travel Policy and Procedures. This includes advance written travel authorizations, submission of travel claims, documentation requirements, and reimbursement rates. The County will make no travel advances.
19. Incorporation Of Other Documents.
- a. The Provider shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for Proposals/Bids, as well as, the Response of the Provider thereto, all of which are maintained on file

within the Shelby County Purchasing Department and incorporated herein by reference.

- b. It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals/Bids or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.
20. Contracting With Locally Owned Small Businesses. The Provider shall take affirmative action to utilized Locally Owned Small Businesses when possible as sources of supplies, equipment, construction and services.
21. Incorporation Of Whereas Clauses. The foregoing whereas clauses are hereby incorporated into this Contract and made a part here of.
22. Waiver Of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to the County by the Provider, the Provider understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any report, data or other information supplied to the County by the Provider due to services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.
23. Organization Status And Authority.
  - a. The Provider represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the State of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.
  - b. The execution, delivery and performance of this Contract by the Provider has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the Provider, any provision of any indenture, agreement or other instrument to which the Provider is a party, or by which the Provider's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

24. Warranty. The Provider warrants to the County that all Services shall be performed in accordance with acceptable standards in the industry applicable to the Services. The Provider shall correct, at its sole cost and expense, any work reasonably deemed to be unsatisfactory by the County. The Provider warrants to the County that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.
25. Rights in Data. The County shall become the owner, and the Provider shall be required to grant to the County, or its successors, a perpetual, non-exclusive, non-transferable, royalty-free right, in the County's name, to use any deliverables provided by the Provider under this Contract, regardless of whether they are proprietary to the Provider or to any third parties.

## **B. Indemnification and Insurance Requirements**

### **1. Responsibilities For Claims And Liabilities**

- a. The Provider shall indemnify, defend, save and hold harmless the County, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liabilities, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with, or in breach of, this Contract or in the performance of the duties hereunder, whether performed by the Provider, its sub-Providers, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.
- b. The Provider expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Provider shall in no way limit the responsibility to indemnify, defend, save and hold harmless the County or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.
- c. The County has no obligation to provide legal counsel or defense to the Provider or its sub-Providers in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Provider as a result of or relating to obligations under this Contract.
- d. Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against the Provider as a result of or relating to obligations under this Contract.
- e. The Provider shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 950, Memphis, TN 38103, of

any claim or suit made or filed against the Provider or its sub-Providers regarding any matter resulting from or relating to Provider's obligations under this Contract and will cooperate, assist and consult with the County in the defense or investigation thereof.

- f. The Provider shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 950, Memphis, TN 38103, of cancellation or changes in any of the insurance coverage required.
2. Insurance Requirements. The Provider will provide evidence of the following insurance coverage:

## **PROFESSIONAL SERVICES/PROVIDER PROJECTS LESS THAN \$1,000,000**

### **Minimum Limits of Insurance**

Provider shall maintain coverage with limits of no less than:

1. *Commercial General Liability Insurance* - \$1,000,000 limit per occurrence bodily injury and property damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. Shelby County Government, its elected officials, appointees, employees and members of boards, agencies, and commissions shall be named as additional insureds. The insurance shall include coverage for the following:

- a. Premises/Operations
- b. Products/Completed Operations
- c. Contractual
- d. Independent Contractors
- e. Broad Form Property Damage
- f. Personal Injury and Advertising Liability
- g. Assault and Battery
- h. Sexual Molestation

2. *Business Automobile Liability Insurance* - \$1,000,000 each accident for property damage and bodily injury. Coverage is to be provided on all:

- a. Owned/Leased Autos
- b. Non-owned Autos
- c. Hired Autos

3. *Workers Compensation and Employers' Liability Insurance* - Including coverage for sole proprietors, partners, and officers, regardless of requirement by Tennessee State Statute. Policy is to be specifically endorsed to include these individuals for coverage. Employers Liability is \$1,000,000 per accident. Contractor/provider waives its right of subrogation against Shelby County for

any and all workers' compensation claims. Policy will include waiver of subrogation endorsement in favor of Shelby County Government.

4. Professional Liability - *Errors and Omissions Coverage* – minimum limits of \$1,000,000 per claim/\$2,000,000 annual aggregate. Indicate if coverage is on occurrence basis or claims-made.. Coverage must be provided for all employed and/or contracted professionals. Any professional referral shall also maintain this minimum limit of coverage.

5. Directors & Officers Liability for non-profit organizations – minimum limit \$1,000,000 per claim

All policies will provide for thirty (30) days written notice to Shelby County of cancellation of coverage provided. Ten (10) days notice is applicable to non-payment of premium. If the insurer is not required by the policy terms and conditions to provide written notice of cancellation to Shelby County, the Provider will send immediate notice to Shelby County. Upon termination or cancellation of any claims-made insurance currently in effect under this Contract, the Provider shall purchase an extended reporting endorsement or appropriate replacement coverage with no lapse in coverage and furnish evidence of same to the County.

All insurance policies maintained by the Provider shall be primary and non-contributing as applying to Shelby County, irrespective of such insurance or self-insurance as Shelby County may maintain in its own name and on its own behalf. Any insurance company of the Provider shall be admitted and authorized to do business in the State of Tennessee and shall carry a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" and a Financial Size Category of "X".

### **C. Right to Monitor and Audit**

Access To Records During all phases of the work and services to be provided hereunder the Provider agrees to permit duly authorized agents and employees of the County, to enter Provider's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Provider will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

## **XI. PROPOSAL SUBMISSION**

### **A. GENERAL**

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. **Hard copy proposals must be received by no later than 3:00 p.m. (CST) on Friday, August 8, 2014, at Shelby County Government Purchasing Department, 160 N. Main St., Suite 900, Memphis, TN 38103.**
5. Proposer agrees to provide the County with any additional information it deems necessary to accurately determine ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the County to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify this organization from further consideration. Such additional information may include evidence of financial ability to perform.

### **B. PROPOSAL PRESENTATION**

1. One (1) original copy (clearly identified as original) and six (6) copies of the proposal are required.
2. The package containing the original and copies must be sealed and marked with the Proposer's name and and **"CONFIDENTIAL, RYAN WHITE Part A and MAI Special Projects, RFP #15-007-04"** with due date and time indicated.
3. Proposals must be typed. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by the person

signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and our bid number.

4. Proposals must be verified before submission as they cannot be withdrawn or corrected after being opened. The County will not be responsible for errors or omissions on the part of bidders in making up their proposals. A responsible officer or employee must sign proposals. Tennessee sales tax shall not be included in the Provider's proposal.

### C. PROPOSAL FORMAT

Response to this RFP must be in the form of a proposal package that must be submitted in the format described in the Application Instructions (Attachment #1). **Please download all the attachments to this document.** The Cover Page and Proposal Response Sheet should be the first two pages of your written response.

1. Cover Letter – Submit on letterhead stationery, with assurances as described in the application instructions, and signed by a duly authorized officer, employee, or agent of the organization/firm.
2. Application Checklist (**Attachment #2**)
3. Comprehensive Response
  - a. Outline of how respondent can meet or exceed the minimum requirements.
  - b. Detail the respondent's qualifications to provide the proposed services. If respondent has previously received Ryan White Part A and/or MAI funding, the proposer should include data about the number of clients served, the number of services provided, and related program evaluation data.
  - c. Proposals must include a detailed Implementation Plan, using form provided as Attachment #3, for each of the proposed service categories for which funding is requested.
  - d. Proposers must attach a copy of their current Quality Management Plan for HIV services, or outline the process for developing a Quality Management plan which can be implemented at the beginning of the contract period. Previous recipients of Ryan White Part A and/or MAI funding should include a summary of Quality Management data for the most recent monitoring period.

4. Proposers must include a current organizational chart.
5. Proposers must include a detailed budget for each service category for which funding is requested, using the form provided as Attachment #7.
6. References

References of the Proposer, including at least three (3) other clients for whom the Proposer has provided services similar to the Services (with preference given to clients comparable to Shelby County Government) and, for each such reference, the business name, the identification of a contact person, the title of the contact person and a telephone number.

## **XII. PROPOSAL EVALUATION AND SELECTION**

### **A. Evaluation Process**

1. Initial Review – All proposals will be initially evaluated to determine if they meet the following minimum requirements:
  - a. The proposal must be complete, in the required format, and be in compliance with all the requirements of the RFP.
  - b. Proposers must meet the Minimum Proposer Requirements outlined in Section II of this RFP.
2. Technical Review- Proposals meeting the above requirements will be evaluated on the basis of the following criteria:
  - a. Each proposal will be reviewed by a special Ad-Hoc Committee which may elect to schedule a personal presentation and interview with one or more of the bidders. After the review process is completed, this committee will recommend the successful bidder to the Division Director, Finance and Administration, who makes the decision, subject to the approval of the contract by the Mayor and the Board of County Commissioners.
  - b. All proposals submitted in response to this RFP will be evaluated based on the following criteria:
    - i. Qualifications of personnel.
    - ii. Ability to present a clear understanding of the nature and scope of the project.
    - iii. Project methodology.
    - iv. Previous experience with similar projects.



- v. Cost to the Shelby County Government as outlined in the budget estimate.
- vi. Time frame for completion.

3. Oral Presentation.

The Shelby County Government reserves the right to interview, or require an oral presentation from, any Respondent for clarification of information set forth in the Proposer's response. In this regard, at the discretion of the Ad-Hoc Committee, some or all Proposers who submit an Proposal in response to this RFP may be asked submit to an interview or give an oral presentation of their respective Proposals to the Ad-Hoc Committee. If so, this is not to be a presentation restating the Proposal, but rather an in-depth analysis of certain qualifications of the Proposer. The interview or oral presentation, if utilized, is intended to provide an opportunity for the Proposer to clarify or elaborate on its qualifications without restating the Proposal. The interview or oral presentation is to be a fact finding and explanation session only and is not to be used to negotiate any terms of contract. If required, the time and location of such interview or oral presentation will be scheduled by the Administrator of Purchasing. Interviews and oral presentations are strictly an option of the Shelby County Government or its Ad-Hoc Committee and, consequently, may or may not be conducted. All travel expenses to and from the interview or oral presentation shall be the responsibility of the Proposer. Selection will be based on determination of which proposal best meets the needs of the Memphis TGA and the County and the requirements of this RFP.

***Shelby County Government reserves the right to consider the vendor's EOC rating in all evaluations.***

**B. CONTRACT AWARD**

Contract(s) will be awarded based on a competitive selection of proposals received. The proposers are advised that the lowest cost proposal will not necessarily be awarded the Contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor. The proposals submitted will be evaluated by the County. All decisions are made at the discretion of the County.

The contents of the proposal of the successful proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

The County reserves the right to negotiate any portions of the successful proposer's fees and scope of work or utilize their own resources for such work.

## RFP LIST OF ATTACHMENTS

Attachment # 1	Application Instructions
Attachment # 2	Application Checklist
Attachment # 3	Implementation Plan Form
Attachment # 4	2012 Comprehensive Plan
Attachment # 5	Eligibility Policy and Procedure
Attachment # 6	EIS and Outreach Standards of Care
Attachment # 7	Budget Form

***Please make sure that you download all of the attachments listed above. The attachments are contained in a separate document that you must download and complete.***

